

OPERATING GUIDELINES

Ko'olau Mountains Watershed Partnership

These Guidelines are to serve as general operating procedures with wide latitude for flexibility as determined by the Partners. As time and experiences are gained, these guidelines may be refined to increase their relevance.

MEMORANDUM OF UNDERSTANDING (MOU)

The Ko'olau Mountains Watershed Partnership (KMWP) MOU, (Exhibit A) provides for landowners to work in mutual Partnership to keep the Ko'olau Mountain watershed in a healthy forested condition to insure the quality and quantity of Oahu's water supply and to protect and enhance its native flora and fauna.

PARTNERS

- Landowners and lessees with 100 acres or more within the watershed boundary (**Exhibit B**) are entitled to become a PARTNER of the KMWP.
- Partner membership is secured by signing the MOU.
- Partners are responsible for all major decisions including setting of priority programs and projects, financial and personnel matters and the overall operations of the Partnership.

ASSOCIATE PARTNERS (AP)

- Public and private agencies/organizations that support the KMWP in principle and can provide technical expertise, financial or other assistance to KMWP are entitled to become an ASSOCIATE PARTNER of the KMWP by majority vote of the Partners
- APs do not have voting rights on Partnership matters but are granted full discussion and participation rights in KMWP programs, projects and activities, including regular meetings.

EXECUTIVE COMMITTEE (EC)

Purpose:

- Provide leadership and recommend action for decision by the Partners.
- Encourage involvement from all KMWP members, by providing an opportunity for all to serve on the EC.
- Provide guidance, counsel and oversight to the Watershed Partnership Coordinator (WPC) as appropriate.

- Review the Management Plan for identification of priority programs and projects and identify areas requiring updates for Partnership action.
- Review annual budgets, annual program objectives, fiscal needs, priority management areas and projects for implementation.
- Identify public and private funds for operations, programs and projects.
- Review staffing needs and make recommendations on an annual basis, including the need for other positions such as office manager/ logistics/ finance specialists, watershed field staff, or special project staff.
- Review operational guidelines as needed.

Members:

- The EC shall consist of five (5) members: Chair, Vice Chair, Past Chair, At Large Member and the WPC.
- Membership shall include at least one private Partner and one public Partner.
- An AP voted as an At-Large Member and the WPC shall not have voting powers but may participate in discussion of all matters, except for personnel matters involving the WPC.
- EC members will be voluntarily solicited from the general KMWP membership.
- Selection and removal of EC Members will be conducted by a majority vote of Partners.
- Term of office, except for the WPC, shall be for a one-year period, from July 1 to June 30 of following year.
- The WPC shall continuously serve on the Executive Committee.

Meetings:

Regular EC meetings shall be held quarterly, or as needed, in addition to quarterly Partnership meetings.

Officers:

Chair:

- Serves a one-year term - July 1 to June 30.
- Presides over regular and special KMWP meetings and the Executive Committee.
- Executes agreements and other administrative documents approved by the Executive Committee and the Partners.
- Is a voting member of the Executive Committee.
- Automatically moves to Past Chair after serving a one-year term as the Chair with a majority approval vote from Partners.

Vice Chair:

- Serves a one-year term - July 1 to June 30.
- In the absence of the Chair, assumes the duties of the Chair.
- Serves on the Executive Committee.
- Is a voting member of the EC.
- Automatically moves to Chair after serving one-year as Vice Chair, with a majority approval vote from Partners.

Past Chair:

- Serves a one-year term - July 1 to June 30.
- Provides general counsel and guidance to the Executive Committee on all KMWP matters.
- Assists the EC in specific matters as assigned by the Chair.
- Is a voting member of the EC.

At-Large Member:

- Serves a one-year term - July 1 to June 30.
- Participates in all EC matters.
- May be a landowning Partner or non-landowning (Associate) partner
- Is a voting member of the EC, unless elected as an AP.

Watershed Partnership Coordinator:

- Serves as a permanent member of the EC.
- Participates in all EC matters.
- Is a non-voting member of the EC.
- Assist the EC in matters as assigned by the Chair.

COMMITTEES

- Standing and Ad Hoc Committees may be formed at the discretion of the Partners.
- Standing Committees may include, but are not limited to Budget and Finance, Education and Community Outreach, etc.
- Ad Hoc Committees may include staff recruitment, program/project development, review of Management Plan, etc.

MEETINGS

- Regular KMWP meetings shall be held on a quarterly basis.
- The Chair may call special meetings as needed.
- Quorum shall be established as one half of the Partnership membership. The Partners will host meetings on a rotational basis.
- The Chair shall coordinate meeting agenda with the host Partner and WPC.
- The host Partner may highlight their organizational activities of interest to the Partnership, arrange field trips, office visits and guest speakers.

- Meetings will be conducted by an informal version of Robert's Rules of Order.
- KMWP voting business will be conducted at regular meetings. However, the chair may call for votes via email, providing reasonable response time is provided appropriate to the business item.
- Each Partner shall have one vote and shall identify one voting representative to the Partnership.

PERSONNEL MATTERS

Staff Hiring:

- Hiring of the Watershed Partnership Coordinator will involve all Partners. A selection committee, consisting of at least one (1) public and one (1) private landowner representative, will be formed to interview candidates. All Partners are invited to observe interviews. The selection committee will recommend a candidate for approval by the Partners.
- Project-specific employment protocol will be conducted at the discretion of project Partners.
- KMWP staff members: The WPC and a selection committee shall recommend selection of other KMWP staff. Final decisions will be approved by the Partners.

Supervision:

- EC will make a recommendation from a landowning or associate partner of the general membership to serve as Supervisor to the WPC for a period of 3-5 years.
- The WPC Supervisor shall be a by the majority vote of the Partners.
- The Supervisor serves as point of contact to the Pacific Cooperative Studies Unit (PCSU) and Research Corporation of the University of Hawai'i (RCUH).
- WPC annual performance review shall be conducted by the Supervisor based on PCSU/RCUH administrative procedures, with input and collaboration from the EC and Partners.
- Watershed Management Staff performance review of shall be conducted by the WPC with input from other Partners, as appropriate.
- Disciplinary action shall follow PCSU/RCUH protocol.

WATERSHED PARTNERSHIP COORDINATOR (WPC)

- The Watershed Partnership Coordinator is a paid position, hired by the Partners through administrative procedures.
- The duties and responsibilities of the WPC are described in **Exhibit C**.

WATERSHED MANAGEMENT STAFF (WMS)

Staffing will be added over time as funding is secured and duties and responsibilities specified and approved by the Partners. Some potential staffing positions may cover the following areas:

- Planning: Management Plan Updates, Meetings, Field Trips, Guest Speakers
- Operations: Coordinate Projects, Field Work
- Logistics: Service and Support
- Finance: Grant Applications, Budget Management

COMMUNICATION AND DECISION MAKING

- The ultimate decision-making body is comprised of the Partners for all major decisions such as amendments to the Management Plan, hiring of the WPC, performance reviews of the WPC, setting of priority programs and projects, etc.
- The Partners may delegate authority to the EC to make certain types of decisions as agreed to by Partners. Such decisions may include day-to-day matters such as communications with PCSU/RCUH, recommendations on WPC selection and performance reviews, signing of documents approved by the Partners, etc.
- The Partners may delegate decisions on administrative matters to the WPC such as recommending staff hires, preparing and submitting grant applications, supervising management staff, representing the Partnership in community affairs and government programs.
- WPC serves as the center of communication within the Partnership.
- Email shall be the official communication vehicle supplemented by written letters and phone calls as necessary.
- The organization of the KMWP is outlined in graphic form in **Exhibit D**.

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Approved: 1/14/04

Amended: 8/4/06

**KOOLAU MOUNTAINS WATERSHED PARTNERSHIP
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING, made by and between participating major landowners or lessees, i.e. owning or leasing 100 acres or more, herein known as the "**KOOLAU MOUNTAINS WATERSHED PARTNERSHIP**" (KMWP) and hereinafter called the "**PARTNERS**", agree to participate in cooperative management activities of the Koolau watershed.

WHEREAS, the Koolau forests are a primary water resource for the island of Oahu; and

WHEREAS, active management is needed to maintain a healthy forested watershed to sustain the future quality and quantity of Oahu's water supply; and

WHEREAS, active management of these forested watersheds would also benefit Hawaii's native flora and fauna; and

WHEREAS, active management of the Koolau watershed is also important to the programs of each of the **PARTNERS**; and

WHEREAS, many of the lands managed by the **PARTNERS** share common boundaries (see Exhibit A); and

WHEREAS, many of the threats to the forested watershed, such as feral ungulates, fire, insects, diseases, and invasive non-native plants, occur across these common boundaries; and

WHEREAS, significant economic and staffing advantages will accrue to the **PARTNERS**, if the management of these threats is shared; and

WHEREAS, effective management is best achieved through the coordinated actions of all major landowners in the watershed.

NOW, THEREFORE, the **PARTNERS** hereby agree in principle as follows:

1. To develop jointly, a Koolau watershed management plan, to be reviewed annually as needed, that will document Koolau values and identify priority watershed management activities.
2. To consider jointly, at such places and at such intervals as may be mutually agreed upon by the **PARTNERS**, general programs and management of projects for the Koolau watershed.
3. To determine costs of watershed management programs and projects agreed upon in #2, and join in cooperative efforts to raise outside funds for those projects.

4. To develop and implement specific agreements and working plans for individual projects considered by all or some of the **PARTNERS** having mutual interests. Such agreements and working plans may be developed whenever appropriate.
5. To enter into specific agreements between all or some of the **PARTNERS**, as the occasion demands, for the use of specialized equipment, hiring and supervision of personnel, transfer of funds, purchasing of supplies, and other matters pertaining to the general purposes of management agreed upon by all or some of the **PARTNERS**. Expenditures under this **Memorandum of Understanding** will be determined by specific working agreements entered into under authority of this instrument contingent upon compliance with applicable laws or policy guidelines which govern such expenditures.
6. That other landowner(s) or lessee(s) may enter into this partnership at any time by way of an addendum to this **Memorandum of Understanding**.
7. That, for any reason whatsoever, any partner may terminate involvement in this **Memorandum of Understanding** by providing 90 days prior written notice to the other **PARTNERS**.

IN WITNESS WHEREOF, the **PARTNERS** hereto have executed this **Memorandum of Understanding** by way of participant signature and date below.

Department of Land & Natural Resources

By Timothy E. Jones
Date 8-4-99

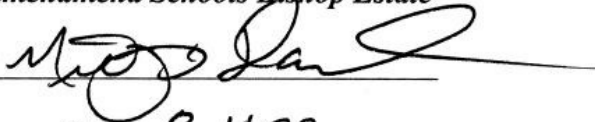
Honolulu Board of Water Supply

By Alvin R. Ryan
Date 8-4-99


Waiahole Water System

By Wann Iwan
Date 8/4/99


Kamehameha Schools Bishop Estate

By 
Date 8-4-99


The Queen Emma Foundation

By 
Date 08/04/99

United States Army

By 
Date 08/04/99

Department of Hawaiian Home Lands

By 
Date 8/4/99

BISHOP MUSEUM

(Affiliation)

By Patrick J. Stuart

Date 8-4-99

Liana Pastore

(Affiliation)

By Laura Shonk

Date 11/19/99

Manana Valley Farm LLC

(Affiliation)

By Jeff Smith

Date 4/19/99

Dole Food Company

(Affiliation)

By J. D. King


Date 11/19/99

U.S. Fish & Wildlife Service
(Affiliation)


By Donna J. Stovall

Date 3-28-2001

Kualoa Ranch, Inc.
(Affiliation)

By 
Date 9-25-03

HAWAII RESERVOIR, INC.
(Affiliation)

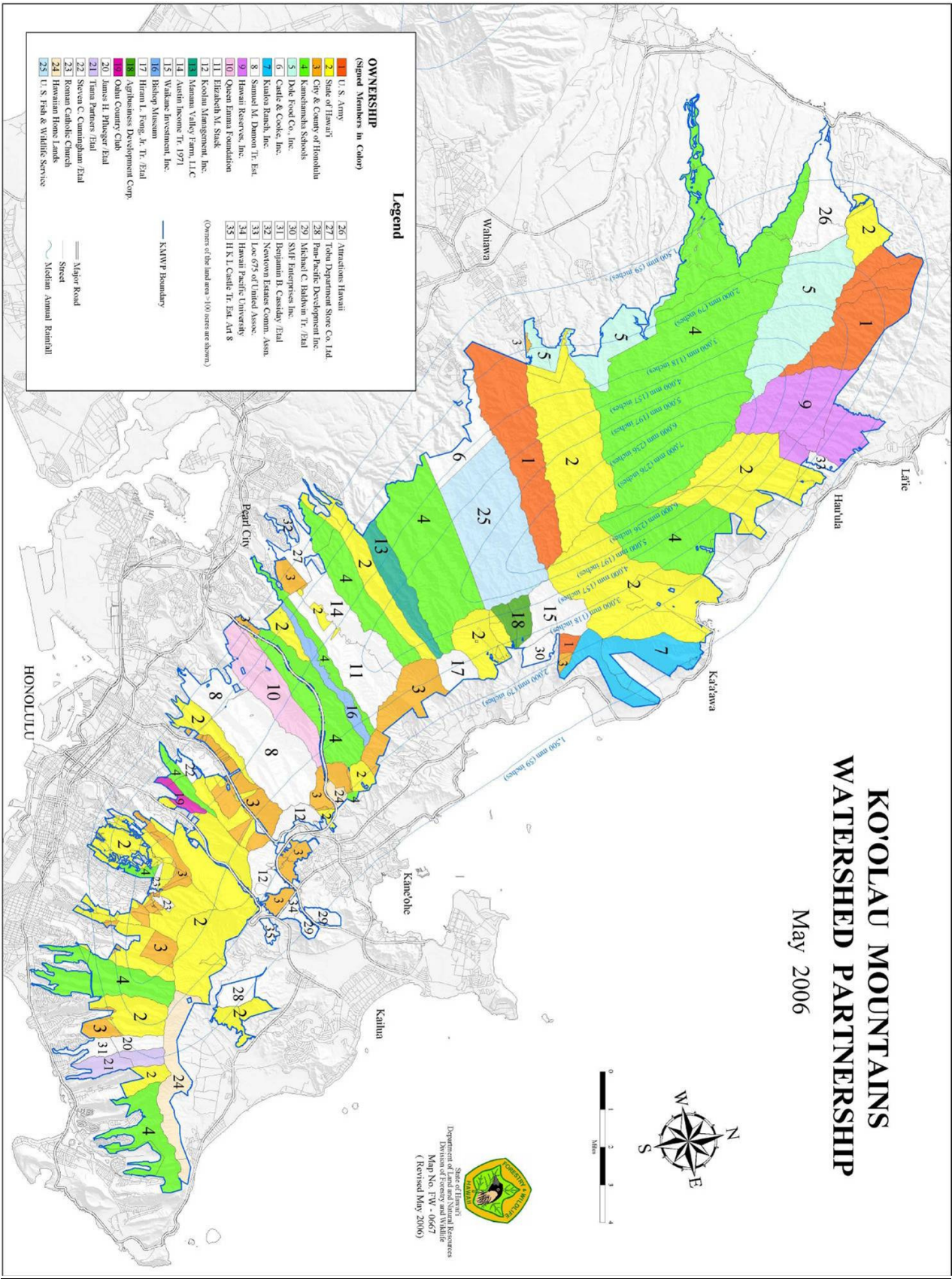
By 
Date 9/23/03

OAK COUNTRY CLUB
(Affiliation)

By Steve Baker

Date 9/23/03

Exhibit B: KMWP Map



Attachment C: KMWP WPC, MAJOR DUTIES AND RESPONSIBILITIES

1. **Program Leadership (30%)**
 - a) Works routinely with KMWP to identify and prioritize watershed protection projects based on the Management Plan.
 - b) Coordinates meetings of the KMWP and keeps accurate and timely records.
 - c) Keeps detailed records on work progress and areas managed.
 - d) Leads in recruiting, hiring and training of any future staff and volunteer leaders.
 - e) Supervises KMWP and Project Staff.
 - f) Oversees contract and subcontractors
2. **Project Implementation (35%)**
 - a) Works with field crew, volunteers or work program participants to oversee and carry out fencing, ungulate and weed control, and other watershed management projects.
 - b) Works with landowners to obtain permission to carry out management efforts.
 - c) Ensures that proper NEPA/SEPA documentation is prepared for all projects and that all permits and regulatory approvals are obtained.
 - d) Assures that all employees work in a safe manner consistent with RCUH standards and procedures.
3. **Finances (25%)**
 - a) Identifies and works with public and private funding agencies on a regular basis to seek out and raise funds for watershed protection projects and ongoing coordination of the KMWP.
 - b) Writes grants and proposals and carries out routine awareness raising events to ensure ongoing project funding.
 - c) Submit grant progress reports on a regular basis as needed.
 - d) Ensures proper accounting of expenditures and matching documentation.
 - e) Develops short and long term budgets for administration of priority watershed protection projects.
4. **Public Outreach (5%)**
 - a) Leads public outreach efforts, working with media, community organizations, civic leaders and individuals through an effective program using personal contact, media briefings, brochures, press releases, presentations and public service announcements.
 - b) Coordinates with cooperators, volunteers and the public to establish new collaborative efforts to protect the 111,000 acre Ko'olau Mountains Watershed area.
5. **Other duties as needed (5%)**

Attachment D: Organizational Structure Chart

